

### **REMARKS/ARGUMENTS**

The rejections presented in the Office Action dated January 4, 2006 (hereinafter Office Action) have been considered. Claims 1-4, 6-9, 11-20, 24-26 and 29-46 remain pending in the application. Reconsideration of the pending claims and allowance of the application in view of the present response is respectfully requested.

Claims 19-20 and 24-26 are rejected under 35 U.S.C. §101 because the claimed invention is directed to non-statutory subject matter. According to the Office Action, “[c]laims that may depend on the use of a signal or carrier wave to achieve their functionality are deemed to be non-statutory.” (p. 2, para. 3). The Applicants respectfully traverse the rejection. The Applicants are unable to find any reference in the MPEP describing dependence on signals or carrier waves as the basis for a rejection under 35 U.S.C. §101. The standard for determining statutory subject matter for computer-related inventions is set forth in MPEP § 2106, and Applicants submit that Claims 19-20 and 24-26 fully satisfy this standard. Further, Applicants disagree that Claims 19-20 and 24-26, as originally filed and presently amended, “may depend on the use of a signal or carrier wave to achieve their functionality,” because there is no reference to signals or carrier waves in the claims. Withdrawal of the rejection is respectfully solicited.

Claims 1, 19 and 24 stand rejected under 35 U.S.C. §102(e) as being anticipated by U.S. Patent No. 6,591,103 to Dunn et al. (hereinafter “*Dunn*”). The Applicants respectfully traverse, and submit that the claims as originally filed are not anticipated by *Dunn*. To anticipate a claim the reference must teach every element of the claim, and it is respectfully submitted that *Dunn* does not meet this standard. However, in order to facilitate prosecution of the application and in a *bona fide* attempt to advance the application to allowance, the Applicants present this response with amendment to clarify particular aspects of the claimed invention.

Claims 1, 19 and 24 have been amended to at least set forth that interface modules are capable of establishing communications with a plurality of network services (or service components) that comprise Web services (or Web service components). In contrast, *Dunn* is directed to facilitating wireless connections in a system having multiple wireless

telecommunications networks and base stations (col. 3, lines 24-29). A Central Selection Agency (CSA) receives requests to make wireless connections via a common command channel, and in response assigns a base station and network to handle the connection. (col. 3, lines 39-45). The Examiner has interpreted *Dunn*'s description of establishing of wireless connections as "network services" as set forth in the rejected claims. Although the Examiner is entitled to construe the claim language using the broadest reasonable interpretation consistent with the Specification, Applicants respectfully submit that the characterizing *Dunn*'s wireless connection services as a "network service" as set forth in Applicants' claims is not an interpretation that is consistent with the Applicants' Specification. Nonetheless, Applicants have amended Claims 1, 19, and 24 to clarify that the network services include "Web services." Applicants respectfully submit that *Dunn* fails to describe, either expressly or inherently, providing interface modules each capable of establishing communications with one or more of the plurality of network services/service modules, wherein the plurality of network services/service components comprise Web services/service components. Thus *Dunn* fails to anticipate Claims 1, 19, and 24, and withdrawal of the rejection is respectfully solicited.

Claims 2-4, 6-7, 8-9, 11-18, 20, 24-26, 29-32 and 33-46 stand rejected under 35 U.S.C. §103(a) as being unpatentable over *Dunn* in view of U.S. Publication No. 2005/0157677 to Dowling et al. (hereinafter "*Dowling*"). The Applicants respectfully traverse the rejection. According to MPEP §2142, to establish a *prima facie* case of obviousness under 35 U.S.C. §103:

- 1) there must be some suggestion or motivation either in the references themselves or in the knowledge generally available to one of ordinary skill in the art, to modify the reference or to combine reference teachings;
- 2) there must be a reasonable expectation of success; and
- 3) the prior art reference (or references when combined) must teach or suggest all the claim limitations.

All three criteria must be met to establish *prima facie* obviousness of a claim. The Applicants respectfully submit that the combination of *Dunn* in view of *Dowling* at least does

not teach or suggest all of the limitations of independent Claims 35 and 39 and dependent Claims 2-4, 6-7, 8-9, 11-18, 20, 24-26, 29-32, 33-46. Regarding independent Claim 35 and 39, the Examiner relies upon *Dunn* to teach the substance of these claims, except that it is recognized in the Office Action (page 4) that *Dunn* fails to teach “interface modules as accessible software object code or a business agreement portion,” and *Dowling* is relied upon to teach the deficiencies of *Dunn*. Applicants respectfully submit that the combination of *Dunn* and *Dowling* fails to teach or suggest all of the limitations of Claims 35 and 39 as previously presented. Nonetheless, the Applicants have amended Claims 35 and 39 to clarify that the service components include “Web services components.”

As Applicants have argued in greater detail above, *Dunn* is deficient at least in describing interface modules each capable of establishing communications with one or more of the plurality of service components, wherein the plurality of service components comprise Web service components. The Examiner does not rely on *Dowling* as providing a remedy to the deficiencies of *Dunn* as it pertains to independent Claims 35 and 39, nor does *Dowling* provide such a remedy. Thus, because neither *Dunn* nor *Dowling* teach at least the recitations of Claims 35 and 39, a combination of *Dunn* and *Dowling* fails to teach these recitations. Further, a combination of *Dunn* and *Dowling* fails to suggest the invention set forth in Claim 35 and 39, as there is no reference to at least the involvement of interface modules each capable of establishing communications with one or more of the plurality of service components, as the term “service components” would be reasonably construed in light of the Specification. Nor does such a combination teach or suggest that the plurality of service components comprise Web service components. For at least this reason, Claims 35 and 39 are not rendered obvious by the combination of *Dunn* and *Dowling*, and withdrawal of the rejection is respectfully solicited.

The Applicants also respectfully assert that *Dowling* fails to teach “a service request including service parameters having a business agreement portion that identifies service components having a current business agreement with the application” as set forth in Claim 35. The Examiner generally relies on *Dowling* to teach “a business agreement between the parties involving certain parameters” but does not provide a reference to where this is taught

in *Dowling*. Nonetheless, the Examiner asserts that a business agreement is suggested by a “selection process and maintaining certain quality standards that may be based on costs.” The Applicants disagree that any such business agreement is taught or suggested in *Dowling*. Selection processes and quality standards that are allegedly taught in *Dowling* are described as being based on technical criteria, and as such does not suggest the involvement of any business agreements. Additionally, nowhere in the Office Action was it alleged the combination of *Dunn* and *Dowling* taught or suggested “service parameters having a business agreement portion that identifies service components having a current business agreement with the application” as set forth in Claim 35, nor is this feature taught or suggested by the combination of *Dunn* and *Dowling*. For this additional reason, Claim 35 is not rendered obvious by the combination of *Dunn* and *Dowling*.

The Applicants also respectfully submit that the requisite burden of proof of obviousness has not been met with the rejections of the dependent Claims 6, 11, 17, 24, 29-30, and 36, at least where *Dowling* is relied upon to teach various aspects of business agreements. In particular the Examiner generally alleges that *Dowling* shows “initiating a service agreement,” (page 5), but not demonstrated that *Dowling* shows any of: “initiating a business agreement with the network service if the network service is not a member of the business agreement portion of the one or more service related parameters” as set forth in Claims 6 and 11; “a matchmaking function to promote business agreements with the network service in response to the associated service request parameters” as set forth in Claim 17; “using the service related parameters to initiate a business agreement with the network service” as set forth in Claims 24 and 29; “selecting the network service that is a member of a business agreement portion of the one or more service related parameters” as set forth in Claim 30; and “a cost function to facilitate selection of the service component whose cost is minimized when more than one compatible service component exists in the business agreement portion” as set forth in Claim 36. For this reason, the Applicants respectfully submit that a *prima facie* case of obviousness has not been established with respect to dependent Claims 6, 11, 17, 24, 29, 30, and 36.

Regarding the rejection of Claims 7, 16, 25, and 43, the Examiner takes Official Notice that “address translation is well known in the art to insure devices can communicate.” Applicants respectfully assert that providing a plurality of network address translation proxies accessible by messages received from one logical access point, when viewed in the context of Claims 7, 16, 25, and 43 as a whole, does not constitute facts outside of the record which are capable of instant and unquestionable demonstration as being well-known in the art. The references relied on in the Office Action, for example, fail to disclose this purportedly “well known” fact. Applicants contend that reasonable doubt exists regarding the circumstances justifying the Examiner’s exercise of Official Notice, and request that the Examiner provide evidence that demonstrates the appropriateness of the officially noticed facts pursuant to MPEP § 2144.03. Applicants reserve the opportunity to respond to the Examiner’s comments concerning any such judicially noticed facts.

In determining the differences between the prior art and the claims, the question under 35 U.S.C. § 103 is not whether the differences themselves would have been obvious, but whether the claimed invention as a whole would have been obvious. Taking official notice of the above-discussed “facts” disregards the requirement of analyzing Applicants’ claimed subject matter as a whole. Applicants respectfully reiterate the legal tenet that facts so noticed should not comprise the principle evidence upon which a rejection is based. MPEP § 2144.03.

Dependent Claims 2-4, 6-7, 8-9, 11, and 30-33 depend from independent Claim 1; dependent Claims 13-18, and 34 depend from independent Claim 12; and dependent Claims 20, 24-26, and 29 depend from independent Claim 19. For the rejections of these dependent claims, the Examiner relies on *Dunn* as teaching the substance of independent Claims 1, 12, and 19 from which the rejected claims respectively depend. The Examiner does not rely on *Bos* as providing a remedy to the deficiencies of *Dunn* as it pertains to independent Claim 1, nor does *Bos* provide such a remedy. Thus, because neither *Dunn* nor *Dowling* teach at least the recitations of Claims 1, 12, and 19, a combination of *Dunn* and *Dowling* fails to teach these recitations. Further, a combination of *Dunn* and *Dowling* fails to suggest the invention set forth in Claim 1, 12, and 19 as there is no reference to at least the involvement of interface modules each capable of establishing communications with one or more of the plurality of

service components, as the term "service components" would be reasonably construed in light of the Specification. Nor does such a combination teach or suggest that the plurality of service components comprise Web service components. While other requisites of establishing *prima facie* obviousness may also be absent, the Applicants respectfully submit that the cited combination of references at least fails to teach or suggest all of the claim limitations. For at least this reason, Claims 2-4, 6-7, 8-9, 11, 13-18, 20, 24-26, 29-34 are not rendered obvious by the combination of *Dunn* and *Dowling*, and withdrawal of the rejection is respectfully solicited.

Dependent Claims 36-38 depend from independent Claim 35 and dependent Claims 40-46 depend from independent Claim 39. These dependent claims also stand rejected under 35 U.S.C. §103(a) as being obvious in view of the combination of *Dunn* and *Dowling*. While Applicants do not acquiesce with the particular rejections to these dependent claims, including any assertions concerning inherency or the taking of Official Notice, these rejections are now moot in view of the remarks made in connection with independent Claims 35 and 39. These dependent claims include all of the limitations of the base claim and any intervening claims, and recite additional features which further distinguish these claims from *Dunn* and *Dowling*. Therefore, dependent Claims 36-38 and 40-46 are also in condition for allowance.

Authorization is given to charge Deposit Account No. 50-3581 (NOKM.018PA) any necessary fees for this filing. If the Examiner believes it necessary or helpful, the undersigned attorney of record invites the Examiner to contact him at to discuss any issues related to this case.

Respectfully submitted,

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